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Contract No.: 442-9072

Agreement to Supply: SLUDGE DISPOSAL SERVICES

This agreement, made and entered into this the 15 day of DECEMBER, 2004, by and between the **CITY OF FORT LAUDERDALE**, a municipal corporation of Florida, City Hall, Fort Lauderdale, FL 33301, hereafter called the "City" and

Name of **CONTRACTOR**: SYNAGRO SOUTHEAST, INC.

Address: 331 LEGEND TRAIL City: VERO BEACH State: FL Zip: 32963

A Corporation ☒ A Partnership ☐ An Individual ☐ Other:

authorized to do business in the State of Florida, hereinafter called the "Company or Contractor" Witnesseth that: Whereas, the City did advertise and issue an Invitation to Bid (ITB) or Request for Proposal (RFP) for supplying the requirements of the City for the items and/or service listed above for a period of FIVE (5) YEARS and the Contractor submitted a proposal/bid that was accepted and approved by the City.

Formal authorization of this contract was adopted by the City Commission on: November 1, 2004

Now, therefore, for and in consideration of the premises and the mutual covenants herein contained, the parties covenant and agree as follows:

1. The Company agrees to sell to the City and the City agrees to buy from the Company, during the period beginning 12/15/2004 and ending 12/14/2009 for the requirements listed above and according to the following specifications, terms, covenants and conditions:

a. The Legal Advertisement, Invitation to Bid/Request for Proposal containing General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specification, addenda, and/or any other attachments forming a part of ITB/RFP Number **442-9072** and the Contractor's bid in response, form a part of this contract and by reference are made a part hereof.

b. In construing the rights and obligations between the parties, the order of priority in cases of conflict between the documents shall be as follows:

- 1) This contract Form G-110, Rev. 12/00
- 2) The City's ITB/RFP and all addenda thereto
- 3) Contractor's bid/proposal in response to the City's ITB/RFP

c. Warranty: The Company by executing this contract embodying the terms herein warrants that the product and/or service that is supplied to the City shall remain fully in accord with the specifications and be of the highest quality. In the event any product and/or service as supplied to the City is found to be defective or does not conform to specifications the City reserves the right to cancel that order upon written notice to the Contractor and to adjust billing accordingly.

d. Cancellation: The City may cancel this contract upon notice in writing should the Contractor fail to reasonably perform the service of furnishing the products and/or services as specified herein upon 30 days written notice. This applies to all items of goods or services.

e. Taxes Exempt: State Sales (#16-03-196479-54C) and Federal Excise (#59-600319) Taxes are normally exempt, however, certain transactions are taxable. Consult your tax practitioner for guidance where necessary.

f. Invoicing: Contractor will forward all invoices in duplicate for payment to the following: Finance Department, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. If discount, other than prompt payment terms applies, such discount MUST appear on the invoice.

2. Contract Special Conditions: The following special conditions are made a part of and modify the standard provisions contained in this contract Form G-110.

3. Contract Summary:

a. Attachments:

Copy of vendor proposal, addendum#1 dated 8/2/2004 and a blank copy of the bid specifications.

b. Payment Terms:

Per RFP

c. Delivery:

Per RFP

d. Insurance:

Yes ☒

No ☐

e. Performance Bond/Letter of Credit:

Yes ☒

No ☐

f. Procurement Specialist's Initials:

DEN

4. Contractor's Phone Numbers:

Office: 772-234-7350

Mobile:

5. Contractor's Fax Number:

772-234-7320

6. Contractor's E-Mail Address:

lkemp@synagro.com

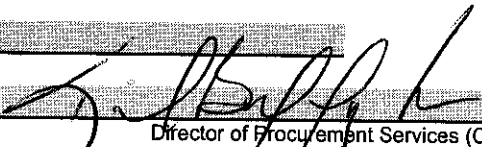
Website: www.synagro.com

City of Fort Lauderdale


Assistant City Attorney (approved as to form)

Date:

By:


Director of Procurement Services (City Manager's Designee)
Auth: Sec. 2-180(8) of Code and Procurement Memo No. 04-03

Date:

Contractor/Vendor


Synagro Southeast, Inc. by: Robert C. Boucher

Name of Company Officer (please type or print)

By:

Authorized Officer's Signature

Title:

President

Date:

December 7, 2004

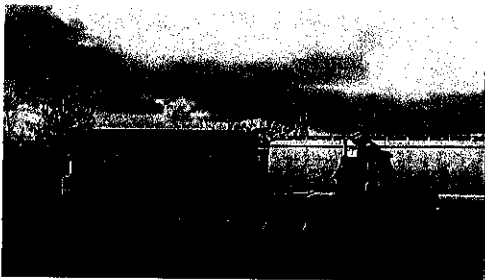
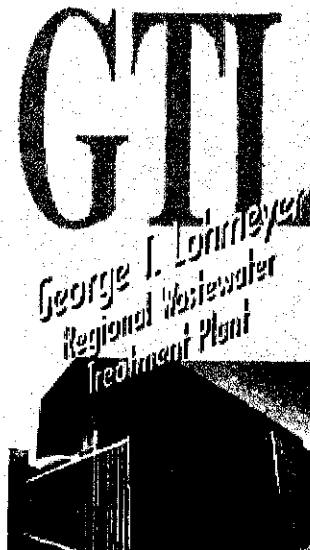
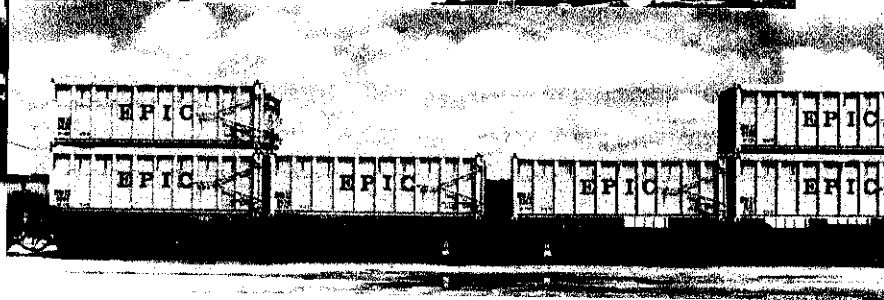
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ORIGINAL

Proposal For
Sludge Disposal Services
RFP #422-9072
City of Fort Lauderdale, Florida



**ORIGINAL
BID**



 **SYNAGRO**
A Residuals Management Company

Submitted By
Synagro Southeast, Inc.
August 31, 2004



SYNAGRO

A Residuals Management Company



Synagro Southeast, Inc.

331 Legend Trail

Vero Beach, FL 32963

Phone: (772) 234-7350, Fax: (772) 234-7320

www.synagro.com

TABLE OF CONTENTS

RFP #442-9072 **Sludge Disposal Services**

Proposal Signature Page

Section 1.0 Proposal Page Part I - Cost Proposal

Section 2.0 Proposal Page Part II - Technical Proposal

- A. Letter of Interest / Cover Letter**
- B. Narrative**
- C. Professional Licenses and Certificates; Insurance & Bonds**
- D. Company Profile**
- E. Vehicles / Equipment**
- F. Facilities**
- G. Joint Venture**
- H. Disputes, Litigation and Defaults**
- I. Qualifications / Experience**
- J. Staff**
- K. References**
- L. Communication**
- M. Management Reports**

Section 3.0 Proposal Page Part III - Questionnaire

PROPOSAL SIGNATURE PAGE

TO: The City of Fort Lauderdale

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda and legal advertisements contained in the RFP. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Robert C. Boucher Title: President

Company: Synagro Southeast, Inc.

Address: 331 Legend Trail

City: Vero Beach State: FL Zip: 32963

Telephone No: (772) 971-6286 FAX No: (713) 369-1775

Signature:  Date: August 27, 2004

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in his proposal:

<u>Addendum No.</u>	<u>Date Issued</u>
1	8/2/04

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances:

Please see attached.

Does your firm qualify for MBE, WBE, or SBE status, in accordance with **Section 1.08** of the General Conditions? No.

MBE _____ WBE: _____ SBE: _____



ADDENDUM NO. 1

ITB 442-9072
Sludge Disposal Services

ISSUED August 2, 2004

The following information is being provided in response to questions and issues raised at the pre-bid conference held on July 21, 2004.

1. Is it possible to extend the bid opening date in order to have more time to prepare the proposal? Answer: The RFP opening date is hereby rescheduled to **2:00 p.m. August 31, 2004.**
2. What are the hours of operation? Answer: From 3:00 PM Sunday until approximately 10:00 AM Friday. Since it takes approximately four hours to fill a trailer, the plant generates about 6 trailer loads per day
3. Who is responsible for moving the trailers around on site? Answer: The Contractor is responsible.
4. On the Proposal Page, letter E under Suggested Submittals mentions pictures of equipment. Does the City require pictures of every single piece of equipment? Answer: No. If there are, for example, five trailers, all the same model, the proposer need only submit one picture that is representative of the five.
5. Paragraph 3.10, Subcontracting, says that such is not allowed. However, many proposers use owner/operators of tractor-trailers to do their hauling. Will the City consider revising this paragraph? Answer: The City will allow the use of such owner/operators to be subcontracted so long as the awarded contractor does not attempt to subcontract all of their responsibilities as detailed in the Request for Proposals. Additionally, any subcontractor shall be required to adhere to all terms and conditions of the contract and must meet the insurance requirements of paragraph 3.12, including naming the City as an additional insured. The City shall approve all subcontracting and any attempt to subcontract in advance.
6. Can paragraph 3.11, Substitution of Personnel, be clarified? Answer: Part of the City's evaluation process will include a review of the management or supervisory personnel proposed. If for some reason, they must be replaced at a later date, the City would expect the contractor to replace them with equally qualified personnel. If the City finds this to not be the case, it reserves the right to cancel the contract for cause.
7. Is the City committed to off-site disposal and/or treatment of its biosolids or will it consider the construction of an on-site facility? Answer: Due to the location of the GTL treatment facility and the surrounding neighborhood, it is unlikely that an on-site facility would ever be built. The City does not consider it to be a viable option.

8. Is there any county fee that the contractor will be required to pay? Answer: Yes, there is. It is called the Transporter Fee and the amount is currently \$1.07 per wet ton. The proposer shall include that cost and any other such fees or costs in their proposed per wet ton cost to the City.
9. How "dry" is the material? Answer: It approaches 20% on occasion, but usually stays around 18%.
10. Is the metal content data listed on page 20 of the RFP pretty consistent? Answer: Yes.
11. Paragraph 3.16 refers to liquidated damages. Will sufficient notice of trailer requirements be given to the contractor so that liquidated damages can be avoided? Answer: Yes. Paragraphs 4.10 and 4.11 of the RFP refer to plant operations and estimates of production. Together with item 1 above and daily contact with the City, there will be more than sufficient knowledge of the City's trailer requirements.
12. Is there a maximum number of trailers that can be parked on site? Answer: The site will accommodate approximately eight trailers. However, it becomes difficult to move them around when necessary. The current contractor keeps four trailers on site and this has proven satisfactory for all concerned.
13. Is there a wash area available at GTL so that drivers can clean up their trailers a little? Answer: Yes, there is, but only for a very minor bit of cleaning. The requirements of paragraph 4.05 still apply.
14. May we have a list of the attendees at this meeting? Answer: Yes. See Attachment A.
15. May we have a copy of the current permit for GTL? Answer: Yes. See attachment B.
16. What is the amount of processed material that is sent to GTL from the other users and do they have input to the evaluation process? Answer: Approximately 15-20% of the material processed at GTL comes from outside of the City. The City is required to have evaluation committee members from outside of the City and we are currently soliciting members from the City of Oakland Park, the City of Tamarac, the City of Wilton Manors, the Town of Davie and Port Everglades.
17. Can we submit more than one proposal? Answer: Yes. However, they are to be properly identified as alternate proposals.
18. Paragraph 1.06, Contract Term, refers to an initial contract term of two years. The capitalization issues involved in certain proposals would work better if the term were five years, for example. The City will obtain vastly different responses between a two-year term and a five-year term. Is there any flexibility on this matter? Answer: The initial contract term is revised to be five (5) years, with options for two one-year extensions.
19. As a point of information during a tour of the grounds, the City will be installing new scales, probably before the contract begins in December. Is there approximately one

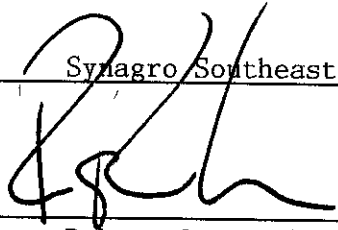
year the City will also be installing screw type conveyors.

Please sign and return this addendum, either with your proposal under separate cover, on or before the revised opening date of this RFP. If submitting this addendum under separate cover, please indicate the RFP number and opening date on the face of your envelope in the lower left-hand corner. Proposers may retrieve their proposal or send a corrected copy prior to the revised RFP opening date.

All other terms, conditions, and specifications remain unchanged.

Kirk W. Buffington, C.P.M.
Assistant Director, Administrative Services

Company
Name: Synagro Southeast, Inc.
(please print)

Proposer's
Signature: 
Robert C. Boucher, President

Date: August 27, 2004

PROPOSAL PAGES PART I PRICE LIST / COST PROPOSAL

Indicate your proposed cost per wet ton in the formula below and complete the extended cost. This figure will be used to award the cost points per Section V on page 20 above.

For purposes of this calculation only, the City is assuming 200 wet tons of production per day and 260 days of plant operation per year.

<u>Cost per wet ton</u>	<u>Tons per day</u>	<u>Days per year</u>	<u>Total Annual Cost</u>
\$ <u>51.50</u>	X 200	X 260	= \$ <u>2,678,000.00</u>

Example:

Cost per wet ton = \$10.00
10 X 200 X 260 = \$520,000 per year